

In re:  
Fred L. Edwards  
Etta Smith-Edwards  
Debtors

Case No. 23-11285-amc  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2  
Date Rcvd: Mar 18, 2025

User: admin  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 20, 2025:

Recip ID	Recipient Name and Address
db/jdb	+ Fred L. Edwards, Etta Smith-Edwards, 8502 Lyons Place, Philadelphia, PA 19153-1912

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 20, 2025

Signature: /s/Gustava Winters

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 18, 2025 at the address(es) listed below:

Name	Email Address
DENISE ELIZABETH CARLON	on behalf of Creditor PNC MORTGAGE A DIVISION OF PNC BANK, NATIONAL ASSOCIATION bkgroup@kmlawgroup.com
DENISE ELIZABETH CARLON	on behalf of Creditor PNC BANK N.A. bkgroup@kmlawgroup.com
KENNETH E. WEST	ecfemails@ph13trustee.com philaecf@gmail.com
KENNETH E. WEST	on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com philaecf@gmail.com
PAMELA ELCHERT THURMOND	on behalf of Creditor CITY OF PHILADELPHIA pamela.thurmond@phila.gov

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REGINA COHEN

on behalf of Creditor Ally Bank rcohen@lavin-law.com mmalone@lavin-law.com

ROGER V. ASHODIAN

on behalf of Joint Debtor Etta Smith-Edwards ecf@schollashodian.com

ROGER V. ASHODIAN

on behalf of Debtor Fred L. Edwards ecf@schollashodian.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 9

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Fred L Edwards Etta Smith-Edwards		CHAPTER 13
	<u>Debtors</u>	
PNC Bank, N.A.		NO. 23-11285 AMC
	<u>Moving Party</u>	
vs.		
Fred L Edwards Etta Smith-Edwards		11 U.S.C. Section 362
	<u>Debtors</u>	
Kenneth E. West		
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of January 24, 2025, the post-petition arrearage on the mortgage held by Movant on Debtors' residence is **\$8,492.49**. Post-petition funds received after January 24, 2025, will be applied per the terms of this Stipulation as outlined herein. The arrearage is itemized as follows:

Post-Petition Payments: June 2024 through January 2025 at \$906.25 each  
Suspense Balance: (\$6.51)  
Fees & Costs Relating to Motion: \$1,249.00  
**Total Post-Petition Arrears: \$8,492.49**

2. The Debtors shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtors shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$8,492.49**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$8,492.49** along with the pre-petition arrears.

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due **February 2025** and continuing thereafter, Debtors shall pay to Movant the present regular monthly mortgage payment of **\$906.25** (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtors provide sufficient proof of payments made but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 3, 2025

/s/ Denise Carlon  
Denise Carlon, Esq.  
Attorney for Movant

Date: March 10, 2025

  
Roger V. Ashodian, Esq.  
Attorney for Debtors

Date: March 11, 2025

/s/ Jack K. Miller, Esquire for  
Kenneth E. West  
Chapter 13 Trustee

I have no objection to its terms, without prejudice to any of our rights and remedies.

Approved by the Court this 18th day of March, 2025. However, the court retains discretion regarding entry of any further order.



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Bankruptcy Judge  
Ashely M. Chan